

8758



SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department

P. O. Box 27581

Richmond, Virginia 23261

RECORDATION NO. 8758 Filed & Recorded

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

December 16, 1977 DEC 20 1977-11 15 AM

INTERSTATE COMMERCE COMMISSION

Mr. H. Gordon Homme
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mr. Homme:

I am enclosing for filing and recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, counterparts Nos. 1, 2 and 3 of Amendment No. 1 to Lease of Railroad Equipment, dated as of February 15, 1977, described in detail below. Such Lease by its terms provides that each counterpart shall be deemed an original and, accordingly, counterpart No. 3 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to Amendment No. 1 to Lease of Railroad Equipment

- (a) Lessor - Trust Company for USL, Inc., as Owner
Trustee, P. O. Box 66011, AMF, O'Hare,
Chicago, Illinois 60666
- (b) Lessee - Seaboard Coast Line Railroad Company,
3600 West Broad Street, Richmond, Virginia 23230
- (c) Owner - Mercantile-Safe Deposit and Trust Company,
as Agent, Two Hopkins Plaza, P. O. Box 2258,
Baltimore, Maryland 21203

2. Description of the equipment

Identifying marks:

"Ownership subject to a Security Agreement filed
under the Interstate Commerce Act, Section 20c"

Mr. H. Gordon Homme

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Design.</u>	<u>Number</u>	<u>SCL Road Numbers</u>
Open-top coal hopper cars	77-ton	HT	75	162900-162974, inc.
Covered cement phosphate hopper cars	77-ton	LO	200	202350-202549, inc.
Open-top woodchip hopper cars	75-ton	HTS	100	190930-191029, inc.
Open-top wet rock hopper cars	77-ton	HMS	150	155900-156049, inc.

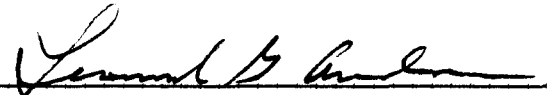
3. Counterparts Nos. 2 and 3 of the above-mentioned Amendment No. 1 to Lease should be returned to Mr. Erle J. Zoll, Jr., representing the undersigned, 1000 Connecticut Avenue, N.W., Washington, D.C. 20036

I am enclosing this company's check in the amount of \$10.00 made payable to the Commission covering the recordation fee for the above-mentioned Amendment No. 1 to Lease.

Very truly yours,

SEABOARD COAST LINE RAILROAD
COMPANY

By



Leonard G. Anderson

Vice President and Treasurer

DEC 20 1977-11 15 AM

AMENDMENT NO. 1 TO LEASE OF RAILROAD EQUIPMENT

AMENDMENT NO. 1 dated as of March 23, 1977 to LEASE OF RAILROAD EQUIPMENT, dated as of February 15, 1977 (the Lease), between SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the Lessee or the Builder) and TRUST COMPANY FOR USL, INC., an Illinois corporation, not in its individual capacity but solely as Trustee (the Lessor or the Vendee) under a Trust Agreement dated as of February 15, 1977 (the Trust Agreement), with a certain trust beneficiary (the Beneficiary).

The Lessee and the Lessor having heretofore entered into the Lease, now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

The capitalized terms employed herein shall have the same meanings as in the Lease, except as may be otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The first paragraph of Section 2 of the Lease (which appears as the first paragraph on page 2 of the Lease), is amended in its entirety to read as follows:

"Section 2. Rental. The Lessee agrees to pay to the Lessor as rental for each Unit subject to this Lease one interim and 32 consecutive quarterly payments. The interim payment is payable on November 15, 1977. The 32 quarterly payments are payable on November 15, February 15, May 15 and August 15 in each year, commencing November 15, 1977, to and including August 15, 1985. The interim payment payable on November 15, 1977 shall be in an amount equal to the product of the Purchase Price (as such term is defined in the Security Document) for each Unit subject to the Lease multiplied by .0211806% for each for each day elapsed from and including the date such Unit is settled for under the Security Document to but not including

November 15, 1977. The 32 quarterly rental payments with respect to each Unit shall be in an amount equal to 3.36931% of the Purchase Price of each such Unit then subject to this Lease."

2. The first paragraph of Section 3 of the Lease (which appears as the first paragraph on page 4 of the Lease), is amended in its entirety to read as follows:

"Section 3. Term of Lease. The term of this Lease as to each Unit shall begin on the date of the delivery to and acceptance by the Lessee of such Unit and, subject to the provisions of Sections 6, 9 and 12 hereof, shall terminate three months following the date on which the final payment of rent in respect thereof is due hereunder."

3. The third sentence of the second paragraph of Section 6 of the Lease (which appears on the 10th through 15th lines on page 7 of the Lease) is hereby amended in its entirety to read as follows:

"On such rental payment date the Lessee shall pay to the Lessor, in lieu of the rental payment or payments in respect of such Unit due and payable on such date, an amount equal to the Casualty Value (as hereinafter defined) of such Unit as of the date of such payment in accordance with Schedule B hereto."

4. The third sentence of Section 14 of the Lease (which appears on the 18th through 20th lines on page 21 of the Lease) is hereby amended in its entirety to read as follows:

"This Lease, the Assignment, the Transfer Agreement and the Security Document shall be filed and recorded with the Interstate Commerce Commission prior to the delivery and acceptance hereunder of any Unit."

5. Table 1 to Schedule B to the Lease is hereby amended in its entirety to read as set forth in Table 1 to Schedule B annexed hereto and made a part hereof.

6. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Agreement may refer to the "Lease of Railroad Equipment dated as of February 15, 1977" without making specific reference to this Agreement, but nevertheless all such references shall be deemed to include this Agreement unless the context shall otherwise require.

7. This Agreement shall be construed in connection with and as a part of the Lease, and all terms, conditions and covenants contained in the Lease, except as herein modified, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Agreement to be executed in their respective corporate names by duly authorized officers, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

TRUST COMPANY FOR USL, INC., not
in its individual capacity but
solely as trustee aforesaid,

By Hesa Wakeman
Vice President

[Corporate Seal]

Attest:

[Signature]
Assistant Secretary

SEABOARD COAST LINE RAILROAD
COMPANY,

By [Signature]
Vice President and Treasurer

[Corporate Seal]

Attest:

[Signature]
Assistant Secretary

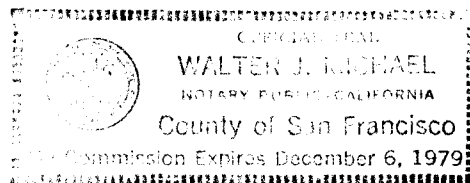
STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss.:

On this 15th day of December, 1977, before me personally appeared Dess Wakeman, to me personally known, who, being by me duly sworn, says that she is Vice President of TRUST COMPANY FOR USL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Walter J. Michael
Notary Public

[Notarial Seal]

My Commission expires:



COMMONWEALTH OF VIRGINIA)
) ss.:
CITY OF RICHMOND)

On this 16th day of December, 1977, before me personally appeared LEONARD G. ANDERSON, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mildred M. Cooper
Notary Public

[Notarial Seal]

My Commission expires: My commission expires Nov. 13, 1978

LEASE OF RAILROAD EQUIPMENT

SCHEDULE B

Casualty Value Percentages Schedule

Table 1

<u>Rental Payment Date</u>	<u>Percentage</u>
<u>DATE</u>	<u>CASUALTY VALUE</u>
11 77	92.305
2 78	91.255
5 78	89.883
8 78	88.389
11 78	86.793
2 79	85.095
5 79	83.326
8 79	81.470
11 79	79.537
2 80	77.527
5 80	75.459
8 80	73.332
11 80	71.149
2 81	68.909
5 81	66.617
8 81	64.282
11 81	61.903
2 82	59.478
5 82	57.010
8 82	54.519
11 82	51.998
2 83	49.445
5 83	46.858
8 83	44.265
11 83	41.654
2 84	39.025
5 84	36.369
8 84	33.724
11 84	31.072
2 85	28.416
5 85	25.729
8 85	22.928
11 85	20.000